

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3
4 PARKER HOUSE
5 MANUFACTURING CO., INC., a
6 California Corporation,

7 Plaintiff,

8 v.

9 WELTON USA, LTD., a Texas
10 Corporation, RENT-A-CENTER, INC.
11 a Delaware Corporation, and Does 1 –
12 10 inclusive
13 Defendants.

Case No. CV 08-08537-GW (MANx)

**FINAL JUDGMENT, INCLUDING
PERMANENT INJUNCTION,
AGAINST DEFENDANT WELTON
USA, LTD.**

14 The Court, pursuant to the Stipulation for Entry of Judgment, Including
15 Permanent Injunction, Against Defendant Welton USA, Ltd. ("Stipulation") of the
16 parties and as otherwise agreed to in writing by the parties, hereby ORDERS,
17 ADJUDICATES and DECREES that final judgment, including a permanent
18 injunction, shall be and hereby is entered on the Complaint in the within action as
19 follows, and any defined terms shall have the meaning as specified in the Stipulation
20 or as otherwise defined herein:

- 21 A. Permanent Injunction. Defendant Welton USA, Ltd. ("Welton USA"),
22 its owners, officers, directors, assignees, transferees, employees, agents
23 and representatives, and all other persons, firms, or entities acting in
24 concert or participating with it, are enjoined from directly or indirectly,
25 or authorizing or assisting any third party to engage in, any of the
26 following activities:
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- 1 (i) manufacturing, selling, offering for sale, using, importing or
2 exporting any expandable TV carts that infringe United States
3 Patent, Patent No. US 7,441,846 B2, ("the '846 patent") including
4 without limitation expandable TV carts associated with Welton
5 USA stock numbers AV96K, AV96C, AV84K, and AV84C. A
6 copy of the '846 patent is attached hereto as Exhibit A;
- 7 (ii) manufacturing, selling, offering for sale, using, importing or
8 exporting any products that include, or that are combined with,
9 any expandable TV cart that infringes the '846 patent, including
10 without limitation expandable TV carts associated with Welton
11 USA stock numbers AV96K, AV96C, AV84K, and AV84C; and
12 (iii) distributing any marketing material showing any expandable TV
13 cart that infringes the '846 patent.

14 B. Phase-out Period. Notwithstanding the provisions of paragraph A
15 herein, Welton USA is permitted to sell 300 expandable TV carts to its
16 pre-existing customers other than to Big Sandy Superstores. Welton
17 USA shall provide to Parker House on a monthly basis a list of the
18 customers to whom such sales are made.

19 C. No Appeals and Continuing Jurisdiction. No appeals shall be taken
20 from this Judgment, and the parties waive all rights to appeal. This
21 Court expressly retains jurisdiction over this matter to enforce any

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1 violation of the terms of this Judgment, including the within Permanent
2 Injunction, by either party.

3 D. No Fees or Costs. Each party shall bear its own fees and costs.
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5 IT IS SO ORDERED, ADJUDICATED AND DECREED.
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7 Dated: February 9, 2009
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United States District Judge
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